



**Law Enforcement Product
Software Site License and Support Agreement**

This Vigilant Solutions Software Site License and Support Agreement (this "Agreement") is made and entered into as of this 14th Day of May, 2013 (the "Effective Date") by and between **Vigilant Solutions, Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Solutions") and the **County of Contra Costa**, a political subdivision of the State of California ("Licensee") on behalf of the Office of the Sheriff, having its principal place of business at 651 Pine Street, 7th Floor, Martinez, CA 94553.

WHEREAS, Vigilant Solutions designs, develops and licenses advanced video analytics software technologies for the security and law enforcement markets;

WHEREAS, Licensee has separately purchased vehicle mounted license plate detection cameras from a Vigilant Solutions authorized reseller for use with the Software Products (as defined below) to be licensed pursuant to this Agreement;

WHEREAS, Licensee desires to license from Vigilant Solutions the Software Products for itself;

THEREFORE, In consideration of the mutual covenants contained in this Agreement, Licensee and Vigilant Solutions hereby agree as follows:

I. Definitions.

"CLK" or "Camera License Key" means an electronic key that will permit the Software Products to be used with a vehicle mounted license plate detection camera.

"Data" means the license plate images captured by Licensee's license plate recognition cameras and transmitted to Vigilant Solutions

"Data Center" has the meaning set forth in has the meaning set forth in Section V(A) of this Agreement.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Site License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity limitation within Licensee's designated facility and equipment.

"Software Products" means those Vigilant Solutions software products listed on Exhibit A attached hereto and incorporated herein by reference.


VS Initials
Scc


Licensee Initials



“**Subscription Fee**” means the amount due from Licensee after the expiration of the Initial Term as consideration for the continued use of the Software Products according to Section IX of this Agreement.

“**Subscription Period**” has the meaning set forth in Section III(A) of this Agreement.

“**Technical Support Agent**” means Licensee’s staff person specified in Section X(K)(2) of this Agreement responsible for administering the Software Products and acting as Licensee’s Software Products support contact.

II. Site License Grant; Duplication and Distribution Rights.

A. **License Grant; Use.** Subject to the terms and conditions of this Agreement, Vigilant Solutions hereby grants Licensee a Site License in the Software Products for the term provided in Section III below. Except as expressly permitted by this Agreement, Licensee or any third party acting on behalf of Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant Solutions is strictly prohibited.

III. Term; Termination.

A. **Term.** The initial term of this Agreement is for one year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Between 90 days and 60 days prior to the expiration of the Initial Term and each subsequent Subscription Period, Vigilant Solutions will provide Licensee with an invoice for the Subscription Fee due for the subsequent 12 month period (each such period, a “Subscription Period”). This Agreement and the Site License granted under this Agreement will be extended for a Subscription Period upon Licensee’s payment of that Subscription Period’s Subscription Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Subscription Period, as the case may be. Pursuant to Section IX below, Licensee may also pay in advance for more than one Subscription Period.

B. **Licensee Termination.** Licensee may terminate this Agreement at any time by notifying Vigilant Solutions of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Licensee terminates this Agreement prior to the end of the Initial Term, Vigilant Solutions will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Solutions by Licensee. Upon termination of the Site License, Licensee shall immediately cease any further use of Software Products. If Licensee terminates this Agreement prior to the end of a Subscription Period, Vigilant Solutions shall refund to Licensee an amount calculated by multiplying the total amount of Subscription Fees paid by Licensee for the then-current Subscription Period by the percentage resulting from dividing the number of days remaining in the then-current Subscription Period, by 365, plus any advance Subscription Fee payments made.


VS Initials
SCC


Licensee Initials



C. Vigilant Solutions Termination. Vigilant Solutions has the right to terminate this Agreement by providing thirty (30) days written notice to Licensee if Licensee violates any material term or condition of this Agreement, or for no reason at all. If Vigilant Solutions' termination notice is based on an alleged breach by Licensee, then Licensee shall have thirty (30) days from the date of its receipt of Vigilant Solutions' notice of termination, which shall set forth in detail Licensee's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Solutions Licensee has not reasonably cured the described breach of this Agreement, Licensee shall immediately discontinue all use of Software Products and certify to Vigilant Solutions that it has returned or destroyed all copies of Software Products in its possession or control. If Licensee terminates this Agreement prior to the end of a Subscription Period for no reason, and not based on Licensee's failure to cure the breach of a material term or condition of this Agreement, Vigilant Solutions shall refund to Licensee an amount calculated by multiplying the total amount of Subscription Fees paid by Licensee for the then-current Subscription Period by the percentage resulting from dividing the number of days remaining in the then-current Subscription Period, by 365, plus any advance Subscription Fee payments made.

IV. **Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. Warranty and Disclaimer. Vigilant Solutions warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant Solutions. Vigilant Solution will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant Solutions cannot substantially correct a Significant Defect in a commercially reasonable manner, Licensee may terminate this Agreement and recover the fees paid to Vigilant Solutions for the Software Products, calculated by multiplying the total amount of fees paid by Licensee for the Initial Term or the then-current Subscription Period, as the case may be, by the percentage resulting from dividing the number of days remaining in the Initial Term or the then-current Subscription Period, by 365, plus any advance Subscription Fee payments made. The foregoing remedies are Licensee's exclusive remedy for defects in the Software Product. Vigilant Solutions shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant Solutions' gross negligence or intentional misconduct. Vigilant Solutions disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant Solutions be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If Licensee's use of any portion of the Software Products or documentation provided to Licensee by Vigilant Solutions in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant Solutions shall do one of the following at its option and expense within sixty (60) days of such injunction: (1) Procure for Licensee the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is


VS Initials
SCC


Licensee Initials



agreed by Licensee that Licensee's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant Solutions is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

V. Data Hosting; Software Products Implementation.

A. Data Hosting. Vigilant Solutions will host the Data on servers owned by Vigilant Solutions, Inc. located in Sterling, Virginia (the "Data Center") where the infrastructure and physical security is managed by Verio, Inc. Vigilant Solutions represents, warrants and covenants to Licensee that: (a) it will at all times maintain the Data on servers located at the Data Center and that will not host the Data on any servers other than servers located at the Data Center; (b) the Data Center will include redundant power sources, redundant fiber connectivity, redundant disk arrays, HVAC environmental monitoring, secure physical access control, physical escort for onsite visitors, multiple backup diesel fuel generators, active fire prevention and suppression, 24 hour a day, seven day a week monitoring and operational support, and onsite system administrators/engineers; and (c) it will at all times during the effectiveness of this Agreement maintain the Data on servers with security features designed to prevent breaches of security, including without limitation, appropriate encryption and firewalls, and conforming to Telecommunications Industry Association TIA-942 Tier 3 Data Center security standards. Vigilant Solutions will create and maintain, or cause to be created and maintained, timely, accurate and readable electronic back-ups of all Data to prevent any loss of Data.

B. Data Access. Licensee's access to the Data shall be available 99% of the time as measured on a monthly basis except for scheduled maintenance. Vigilant Solutions will endeavor to conduct scheduled maintenance before 8:00 a.m. and after 5:00 pm. Pacific Standard Time. Vigilant Solutions will provide Licensee with at least two (2) days prior notice of any scheduled maintenance. Data server access is limited to Verio, Inc., Vigilant Solutions, and qualifying law enforcement agency customers. Data may only be accessed by Licensee, Vigilant Solutions and other Vigilant Solutions licensees with whom Licensee has agreed to share the Data. Upon termination of this Agreement, Vigilant Solutions will transmit all Data to Licensee using a method selected by Licensee.

C. Software Products. Upon the effectiveness of this Agreement, and Vigilant Solutions' receipt of Licensee's initial payment as provided in Section IX below, Vigilant Solutions will deliver or make available to Licensee the Software Products.

VI. Software Support, Warranty and Maintenance.

Vigilant Solutions will provide support for the Software Products according to Vigilant Solutions' Software Support, Warranty, and Maintenance Terms and Conditions attached hereto as Exhibit B. Licensee will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Licensee's Technical Support Agents through e-mail, fax and telephone.


VS Initials
SCC


Licensee Initials



VII. Camera License Keys.

Licensee is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers (computers) within Licensee's agency. As Licensee installs additional units of the Software Products and connects them to LPR cameras, Licensee is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Licensee by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Licensee's application for a CLK, Licensee's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Subscription Period, as the case may be.

VIII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Licensee owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

IX. Fee and Payment Provisions.

A. Site License Fee. The Site License fee to be paid by Licensee is based on the total number of sworn officers within Licensee's agency on the Effective Date. The Site License allows Licensee to install the Software Products on an unlimited number of devices. Notwithstanding the actual number of sworn officers within Licensee's agency, as of the Effective Date, the Licensee is being introduced to this Agreement as a Tier I Site License Holder. A schedule of applicable initial (one time) Site License Fees is shown below:

Law Enforcement Product Family – Site License Fee (Initial)			
	TIER	NUMBER OF SWORN OFFICERS	SITE LICENSE FEE
	Tier 1	0 < Sworn Officers < 100	\$4,500
	Tier 2	101 < Sworn Officers < 250	\$9,000
	Tier 3	251 < Sworn Officers < 500	\$18,500
	Jumbo	501 < Sworn Officers	\$27,000

VS Initials
Scc

Licensee Initials



B. Subscription Fee. Payment of each Subscription Fee entitles Licensee to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Subscription Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment software to allow the Software Products to remain current and enable the best possible performance. The annual Subscription Fee due for a particular Subscription Period is based on the number of current Vigilant Solutions issued CLK's at the time of Subscription Fee invoicing, and which will be used by Licensee in the upcoming Subscription Period. A schedule of annual Subscription Fees is shown below:

Law Enforcement Product Family Annual Subscription Fee Schedule				
Tier 1	\$2,500 Base Fee (includes 5 CLKs) + \$500 X (# of CLKs Issued above and beyond the first 5 CLKs)	Subscription Fee <i>Maximum</i> \$15,750	License <i>Maximum</i> 60 CLK's	
Tier 2	\$500 X of CLK's Issued	Subscription Fee <i>Maximum</i> \$45,000	License <i>Maximum</i> 180 CLK's	
Tier 3	\$500 X of CLK's Issued	Subscription Fee <i>Maximum</i> \$87,750	License <i>Maximum</i> 300 CLK's	
Jumbo	\$500 X of CLK's Issued	Subscription Fee Maximum \$210,000	License Maximum 700 CLK's	

Payment of the Subscription Fee is due thirty (30) days prior to the expiration of the Initial Term or the then-current Subscription Period. All Subscription Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant Solutions' net income) and Licensee agrees to pay any such tax.

C. Advance Subscription Fee Payments. Vigilant Solutions will accept advance Subscription Fee payments on a case by case basis. If Licensee makes advance Subscription Fee payments to Vigilant Solutions, such advance payments to will be applied in full to each subsequent Subscription Period's Subscription Fees until the balance of the credits is reduced to a zero balance. System based advance credits shall be applied to subsequent Subscription Fees in the amount that entitles Licensee continued operation of the designated camera unit systems for the following Subscription Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant Solutions has the right to increase or decrease the annual Subscription Fee from one Subscription Period to another; *provided, however*, that in no event will a Subscription Fee be increased by more than the greater of (i) 5% of the prior Subscription Period's Subscription Fees, and (ii) the percentage equal to the Consumer Price Index, San Francisco Area for the prior year then ended. If Vigilant Solutions intends to adjust the Subscription Fee for a subsequent Subscription Period, it must give Licensee notice of the proposed increase on or before the date that Vigilant Solutions invoices Licensee for the upcoming Subscription Period.


VS Initials
SCC


Licensee Initials



E. Credits. During the Initial Term or during subsequent Subscription Periods, Vigilant Solutions may, in its own discretion, adjust fees due under this Agreement in consideration of credits which Licensee may have earned during participation in approved Vigilant Solutions marketing programs.

X. Miscellaneous

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Licensee acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Licensee will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Licensee is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

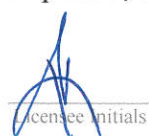
D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Licensee and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm,


VS Initials
SCC


Licensee Initials



corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Right to Audit. Licensee, upon thirty (30) days advance written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

K. Notices; Authorized Representatives; Technical Support Agent.

1. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, Inc. Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551	Contra Costa County, Office of the Sheriff Attn: Lieutenant Mark Nagel 651 Pine Street, 7 th Floor Martinez, CA 94553
--	--

2. Authorized Representatives; Technical Support Agent. Licensee's Authorized Representative and its Technical Support Agent are set forth below. Licensee's Authorized Representative is responsible for administering this Agreement and Licensee's Technical Support Agent is responsible for administering the Software Products and acting as Licensee's Software Products support contact. Vigilant


YS Initials
S C C


Licensee Initials



Solutions' Authorized Representative is set forth below and is responsible for administering this Agreement on behalf of Vigilant Solutions. Either party may from time to time change its Authorized Representative, and Licensee may from time to time change its Technical Support Agent, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

Vigilant Solutions, Inc. Authorized Representative: Joseph L. Harzewski III Joe.harzewski@vigilantsolutions.com	Contra Costa County, Office of the Sheriff Authorized Representatives and Technical Support Agents: Lieutenant Mark Nagel mnage@so.cccounty.us Dave Spinelli Information Technology Manager dspin@so.cccounty.us
---	--

[Signatures appear on following page]


VS Initials
SCC


Licensee Initials



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Vigilant Solutions, Inc.,
a Delaware corporation

By: _____

Name: Joseph L. Harzewski III
Title: Vice President of Sales

By: _____

Name: Steven C. Contra
Title: Chief Financial Officer

Contra Costa County, a political subdivision
of the State of California

By: _____

Name: Paul R. Webb
Title: Chief, Ingot Services

Approved as to form:

Sharon L. Anderson, County Counsel

By: _____

Name: Eric Gelston
Title: Deputy County Counsel

The execution of this Agreement by contractor require two signatures. The first signature must be that of the chairperson of the board, the president or any vice president. The second signature must be that of any secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. (Cal. Civil Code Section 1190, Corporations Code Section 313). The signatures of contractor must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

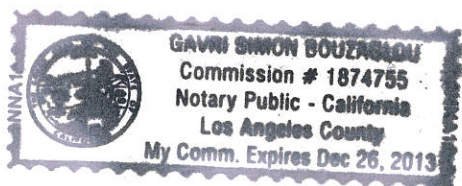
County of LOS ANGELES

On May 7, 2013
Date

before me, Gavri Simon Bouzaglou (Notary Public)
Here Insert Name and Title of the Officer

personally appeared

JOSEPH L. HADZEWSKI III
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

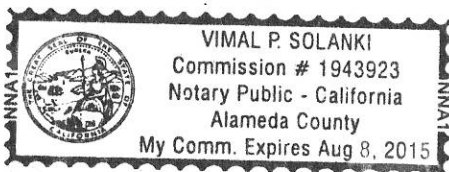
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On 5/8/2013 before me, VIMAL P. SOLANKI, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared STEVEN C. CINTRON
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vimal P. Solanki Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: 5/8/2013 Number of Pages: 15

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: STEVEN C. CINTRON

- ☐ Individual
☒ Corporate Officer — Title(s): CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

VEBILANT SOLUTIONS



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): (B)
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

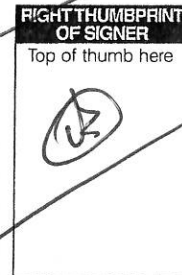




Exhibit A

Licensed Software Products

1. CarDetector Mobile LPR Edition
2. CarDetector Fixed LPR Edition
3. Law Enforcement Archival & Reporting Network (LEARN) server,
4. Smartphone Mobile Companion



Exhibit B

Vigilant Solutions - Software Support, Warranty and Maintenance - Terms & Conditions

1. Definitions.

- “Licensee” means the County of Contra Costa, a political subdivision of the State of California, on behalf of the Office of the Sheriff.
- “Licensed Software” means any software application product manufactured exclusively by Vigilant Solutions, Inc. (“Vigilant Solutions”), and licensed to Licensee pursuant to the Site License Agreement.
- “Documentation” means any and all documentation provided by Vigilant Solutions in connection with the Licensed Software, including but not limited to manuals, release notes, and user guide(s). Vigilant Solutions may deliver Documentation in digital format.
- “Maintenance Release” means a new release of the Licensed Software, which corrects an error or other bug in the Licensed Software.
- “Problem” means any non-conformance of the Licensed Software with its Documentation or specifications and that adversely affects the service or operation of the Licensed Software.
- “Permanent Solution” means a resolution to a Problem that (i) causes the Licensed Software to substantially conform with the Documentation, and (ii) restores the service and operation of the Licensed Software without any material loss of functionality.
- “Release” means a new version of the Licensed Software, which shall include all upgrades and updates to the Software and all Maintenance Releases.
- “Supported Release” means any Release, (other than a Maintenance Release), that is no more than one Release (other than a Maintenance Release) older than the current Release (other than a Maintenance Release) or any Release (other than a Maintenance Release) that was provided to Licensee during the prior twelve-month period, whichever is longer.
- “Update” means providing an improvement or enhancement to existing Releases.
- “Work Around” means a temporary resolution of a Problem that restores service and operation of the Licensed Software without any material loss of functionality.
- “Site License Agreement” means the Law Enforcement Product Software Site License and Support Agreement between Licensee and Vigilant Solutions.

2. Standard Support and Maintenance

Standard installation support and maintenance is included free of charge for three months following initial installation of the Licensed Software licensed pursuant to the Site License Agreement. Licensee will



receive Level 1, Level 2, and Level 3 support and maintenance programs during the effectiveness of the Site License Agreement. Non-Site License Vigilant Solutions clients may acquire Licensed Software support & maintenance by a Licensee purchasing an extended software maintenance warranty on an annual basis.

- 2.1. Level 1 support - consists of access to the Vigilant Solutions website for software downloads including patches and bug fixes that will be maintained throughout the useful life of the Vigilant Solutions products and associated utilities. The Vigilant Solutions website will provide: 1) instructions on how to select, download, and install patches and fixes; and 2) a list, by date of issuance, of upgrades, patches and fixes. Licensee's provided email addresses on their orders will be automatically added to Vigilant Solutions' notification service.
- 2.2. Level 2 support - typically provided by the Licensee's system administrators, applicable Vigilant Solutions authorized resellers or representatives having more in-depth knowledge of the system and capable of troubleshooting and making appropriate system changes to an extent beyond simple downloading and installation of new software elements. Level 2 support response times are: 1) offsite - within twenty-four (24) hours; 2) on site - as scheduled with Licensee. An on-line interface (external network connection to the internet) is required in order to facilitate Level 2 support staff to escalate requests to Level 3 support. Prior to contacting Vigilant Solutions for support, Licensee will use commercially reasonable efforts to conduct a due diligence investigation of the problem in an attempt to confirm that the Licensee use of the software is not responsible for such problem.
- 2.3. Level 3 support - provided by Vigilant Solutions engineering team. As Level 2 support exists and is established for a particular Licensee, requests must escalate via a Level 2 support team member if Level 3 support is to be later requested. In order to receive Level 3 support an external internet connection must be made available such that support tools such as gotomeeting.com can be utilized by Vigilant Solutions support personnel.

Level 3 response times are: 1) offsite - within twenty four (24) hours; 2) onsite - as scheduled with Licensee. The Level 3 support team will review and coordinate successful resolution of all support requests and communicate findings and solutions directly to the Licensee as is deemed proper and necessary by Vigilant Solutions.

- 2.4. Level 3 support is available 9:00 AM to 5:00 PM pacific time, (USA) Monday through Friday. Availability of Vigilant Solutions' support service will correspond with Vigilant Solutions' United States holiday schedule, which will be made available to Licensee upon request.
- 2.5. In addition to the above, Licensee will receive the following support:
 - 2.5.1. Vigilant Solutions shall use all beneficially reasonable available resources and best efforts to correct errors in program codes and procedural documents supplied with the Licensed Software where such errors are brought to Vigilant Solutions' attention during the term of coverage;
 - 2.5.2. Vigilant Solutions designated standard Licensed Software functionality enhancements and improvements and new releases of the Licensed Software;



- 2.5.3. Appropriate documentation and/or Updates with each Licensed Software Release enhancements and improvements and new versions of the Licensed Software, if such documentation and/or Updates and media have been prepared by Vigilant Solutions with respect to Licensed Software Release enhancements or improvements or new versions;
 - 2.5.4. Access to Level 3 Support staff for use by Licensee's application administrators in reporting Licensed Software malfunctions and to obtain assistance in the use of the Licensed Software;
 - 2.5.5. Vigilant Solutions will provide Licensee with access to all new improvements or enhancements to existing functionalities in the commercially released versions of the baseline applications of the Licensed Software to Licensee when they are made available for the general public; and
 - 2.5.6. Maintenance for custom modifications to Licensed Software Releases / versions licensed to the Licensee under the Site License Agreement.
- 2.6. Exclusions from Licensed Software support, warranty, and maintenance services include:
- 2.6.1. Licensed Software that has been altered, damaged, modified by Licensee or a third party, except as authorized in writing by Vigilant Solutions;
 - 2.6.2. Problems caused by the negligence, abuse or misapplication, attempt to maintain the Licensed Software by Licensee or any third party;
 - 2.6.3. Failure of third party products not provided by Vigilant Solutions;
 - 2.6.4. Any future operating system upgrade beyond those operating systems stated in the applicable Vigilant Solutions Documentation pertaining to the relevant Licensed Software products; and
 - 2.6.5. Additional/new functionalities and features not included in the commercially released baseline versions of the Licensed Software.
- 2.7. All maintenance modifications made to the Licensed Software shall be in computer readable form that will be available to the Licensee electronically.
- 2.8. All software support, warranty and maintenance services will be administered without regard to modifications made by Licensee regarding equipment, hardware media or operating environment.

3. Termination

- 3.1. The software support, warranty and maintenance services provided for in these Software Support, Warranty and Maintenance - Terms & Conditions may be terminated in accordance with Article III (Term; Termination) of the Site License Agreement.



3.2. Notwithstanding the foregoing, all software support, warranty and maintenance services provided for in these Software Support, Warranty and Maintenance - Terms & Conditions are subject to immediate termination if Licensee fails to make any payment due Vigilant Solutions by the terms stated in the Site License Agreement.

3.3. The anniversary date for all software support, warranty and maintenance services is the date of the Site License Agreement.

3.3. Any software support, warranty and maintenance services shall automatically terminate upon termination of the license(s) or rights of Licensee to use the Software under the Site License Agreement.

4. Maintenance Charges and Fees

4.1. The Licensee shall pay to Vigilant Solutions the license fees in accordance with the Site License Agreement.

5. Miscellaneous Terms

5.1. IN NO EVENT WILL VIGILANT SOLUTIONS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE SUPPORT, WARRANTY AND MAINTENANCE - TERMS & CONDITIONS SET FORTH IN THIS EXHIBIT B, AND IN NO CASE SHALL VIGILANT SOLUTIONS' FINANCIAL LIABILITY EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO VIGILANT SOLUTIONS UNDER THE SITE LICENSE AGREEMENT OR OTHERWISE.

5.2. Vigilant Solutions and Licensee agree that the limitations specified above and otherwise in this document will survive and apply even if any limited remedy provided under these terms and conditions is found to have failed of its essential purpose.

5.3. Neither party will be liable for any failure or delay in the performance of its obligations under the Software Support, Warranty and Maintenance - Terms & Conditions set forth in this Exhibit B if both of the following conditions are satisfied: 1) the failure or delay could not have been prevented by reasonable precautions, and cannot be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and 2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power, or supplies; war, terrorism, or other violence; or a law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto, that is superimposed after the fact; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations affected by the Force Majeure Event for as long as: a) the Force Majeure Event continues; and b) the non-performing party continues to use commercially reasonable efforts to recommence performance



whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

- 5.4. If any of the terms and provisions of the Software Support, Warranty and Maintenance - Terms & Conditions set forth in this Exhibit B conflict with the Site License Agreement, the terms of the Site License Agreement shall provisions shall prevail.
- 5.5. Licensee, upon written request to Vigilant Solutions, and with thirty (30) days advanced notification to vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to the software support, warranty and maintenance services rendered to the Licensee throughout any time period Licensee had received such services.